ADM & BOOKING POLICY

airberlin group, effective as of 15th February 2017

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Update

New

1. INTRODUCTION

In accordance with IATA Resolution 850m and 824, §3.2, airberlin group (AB/HG/4T) would like to publish its ADM & Booking policy.

airberlin shall have the right to audit all booking transactions to identify non – compliant booking practices and to optimize the inventory management. In accordance with IATA Resolution 830a, §1 airberlin reserves the right to issue Agency Debit Memos to recover excessive GDS cost wastage. The purpose of this document is to provide clarity for all circumstances under which ADMs will be raised.

airberlin will issue ADMs to collect amounts or make adjustments to agent transactions related to the violation of airberlin and **one**world® fare products or the issuance and use of airberlin traffic documents, issued by, or at the request of the agent, regardless of which airlines are included in the itinerary of the airberlin traffic document. Non adherence to the policies may result in limited availability of lower booking classes, complications at the airport and unnecessary GDS cost.

Generally, the ticketing agent shall be responsible for any breach of the currently valid guidelines, tariffs and policies in connection with the ticketing process, even if the booking was made by another agency e.g. a sub agency; in case of any other breach of the guidelines, the respective booking agency shall be liable.

If the non-compliant activity is continued by a travel agent, airberlin reserves the right to take additional action up to and including restricting that agency's access through the specific GDS which was used by the agency to abuse airberlin inventory.

2. KEY POINTS OF THE AIRBERLIN GROUP ADM POLICY

- 2.1. airberlin audits all ticketing and booking related transactions of any PNR that contains an AB/ HG/ 4T segment or a 745 document.
- 2.2. Unless otherwise specified, airberlin will raise an ADM to the highest fare family of the next applicable published fare of the respective cabin class and/or will charge the outstanding amounts of tax/fee/surcharge.
- 2.3. A floor limit of EUR 3.00 (or equivalent in local currency) applies to ADMs. There is no floor limit for ADMs related to undercollection/ overrefund of taxes, surcharges, fees or commission.
- 2.4. airberlin charges an administration fee of EUR 25.00 (or equivalent in local currency) per ADM/ ACM. A reduced administration fee of EUR 10.00 (or equivalent in local currency) applies for ADMs related to tax, surcharge, fee or commission violations.



- 2.5. All reissues or refunds due to schedule changes or flight cancellations must be handled in accordance with the » airberlin schedule change policy, otherwise an ADM will be raised.
- 2.6. airberlin will only issue more than one ADM in relation to the same original ticket, if different adjustments apply. This does not apply when an ADM is cancelled and raised again for the same reason but for a different value. airberlin will only include more than one transaction on any ADM if the reason for the charge is the same, details will be provided in the ADM

3. ADM DISPUTES

- → Disputes must be submitted through BSP link (or equivalent tool for ARC/ ASD/ TKP) within 15 days after ADM issuance*. Whenever ADMs are reduced for commercial reasons, levied administration fees will not be waived.
- → airberlin will endeavour to handle disputed ADMs in a timely manner in compliance with applicable IATA resolutions and regulations. Where an agent has disputed an ADM within the dispute period airberlin will acknowledge receipt of the agents dispute, either via a status change in BSP Link (or equivalent tool for ARC/ ASD/ TKP) or by a separate communication and stop the submission of the ADM to the agent's billing analysis. If airberlin rejects the dispute an explanation of the reason will be communicated to the agent.
- → Any dispute submitted after an ADM has been included in the BSP (ARC/ ASD/ TKP) settlement will not be dealt with. In circumstances where the agent has supplied insufficient information to support the dispute or the airline's decision is subject to further commercial consideration, airberlin will communicate the decision no later than 60 days from receiving the dispute.
- * 30 days for ADMs issued via TKP/SII

4. REASONS FOR ADM ISSUE

- 4.1. Incorrect ticketing/fare audit
 - if fare/ticketing rules have been ignored or violated, airberlin will raise an ADM to the highest fare family of the next applicable published fare of the respective cabin class
 - → if a ticket has not been issued in accordance with IATA Resolution 852, airberlin will charge a fee of EUR 100.00
 - if fare/ticketing rules, e.g. sales restrictions, of other carriers issued on AB traffic documents have been ignored or violated, an ADM will be raised for the next applicable published fare of the respective cabin class
 - → if the baggage allowance has been manipulated by a travel agent, airberlin will charge the applicable baggage rates which apply at the airport
- 4.2. Commission audit
 - overclaim of commission
- 4.3. Tax audit
 - → undercollection of taxes, airline fees and surcharges
- 4.4. ASR/SSR
 - → an ADM will be raised if the applicable fee for any confirmed special service request (ASR/SSR) has not been collected.
- 4.5. Refunds
 - → overclaim refunds of fare, taxes, fees and/or surcharges
 - missing cancellation fees
 - double refunds
 - > refund of non-refundable DU-tax collected for the change fees
 - → refund of non-refundable EMDs without a written authorization by airberlin
 - → when a full refund has been authorized but the agent fails to cancel the flight segment before departure, airberlin will raise an ADM for the applicable fare/ YQ/ surcharge



4.6. Exchange/Reissue

- → missing rebooking and/or change fee (even if the ticket is not reissued after changing the flight, rebooking fees may apply according to the fare rules)
- → rebooking and/or change fees have to be collected on EMD or as DU-tax in the ticket
- → EMDs have to be issued "in connection with" the applicable ticket number (number of the new ticket and not the original/exchanged document)
- → if a ticket has not been correctly revalidated, airberlin reserves the right to charge an administration fee of EUR 25.00 per passenger segment
- rebookings are only allowed from domestic to domestic and from international to international flights any violation will be charged with EUR 100.00
- rebookings and reissues must be done within the original booking (PNR) or corresponding split PNR. It is not allowed to create a new PNR to process a rebooking.
- → Undercollection of taxes, fees and/or surcharges
- 4.7. Credit card fraud
 - unauthorized credit card chargebacks
- 4.8. Unreported sale
 - → any ticket which has not been billed through BSP/ARC/ASD/TKP will be charged by ADM for the next applicable fare and/or applicable taxes/ YQ/ surcharges
- 4.9. Violation of private/ published fare rules
 - For the following violations airberlin shall raise an ADM for the highest fare family of the next applicable published fare of the respective cabin class, in any case not less than EUR 100.00 per ticket.
 - → a published fare must never be issued as an private fare
 - a ticket issued with a specific tour code must never be reissued using another tour code
 - · if a private and/or published fare has been issued with an unauthorized or unallocated tour code
 - if a private fare has been issued without indicating the applicable tour code in the ticket
 - if a published fare has been incorrectly changed to a private fare or vice versa
 - → private fares of other airlines must not be issued on 745 stock, airberlin reserves the right to raise an ADM for the next published fare of the respective cabin class
 - → several private or corporate fares require the entry of a defined OSI-element. If the OSI-element is missing or unallocated, or incorrect OSI-entries are used, airberlin shall charge the difference to the highest fare family of the next applicable published fare of the respective cabin class.

4.10. Circumvention of inventory controls

- → airberlin manages inventory on an origin and destination basis (O&D). Inventory availability for a particular segment for one O&D may differ from another O&Ds including the same segment. Do not separate Married segments for any purpose or manipulate the GDS to circumvent Married Segment control logic. For any violation airberlin will raise an ADM for the highest applicable published fare of the respective cabin class.
- → It is not allowed to bypass the availability of fares and inventory by using different PCCs and OIDs across different countries for booking and/or ticketing. For any violation airberlin will raise an ADM for the highest applicable published fare of the respective cabin class.

4.11. Space Churning

Cancelling and rebooking the same flight and date in the same or different RBD for a passenger is not permitted, regardless of whether the segments are created within the same PNR or a new booking. All pricing related requests can be done without End of Transaction. Airberlin grants the flexibility of up to 10 cancel and booking transactions. Airberlin will raise an ADM of EUR 10.00 for each passenger segment exceeding the limit. If, at a point in time after the raising of the ADM, additional churning transactions are identified, each additional violation will be charged via ADMs — retroactively and across multiple months, regardless of whether the ticket was issued.

4.12. Cancellation Ratio

The cancellation ratio defines the relation between the total number of cancelled segments and number of booked segments. To minimize excessive GDS costs, a cancellation ratio above 70% must be avoided. airberlin will raise an ADM of 2€ per passenger segment if the limit is reached. Monitoring will be handled on a monthly



base per Agency(OID/PCC).

Example: 1.000 booked pax segments: 70% = 700 cancelled pax segments.

- a) Agency XX cancels 700 pax segments: no ADM.
- b) Agency XY cancels 783 pax segments: ADM value 166.00 EUR
- 4.13. Look-to-book ratio

airberlin grants all agencies (per OID/ PCC) a maximum look-to-book ratio (L2B) of 1000:1 per month. L2B is the relation between numbers of availability requests and booked net (=booked - cancelled segments) passenger segments. If airberlin identifies that the limit has been exceeded, airberlin will either exclude the OID/ PCC from availability display and withdraw the ticketing authority or force cached GDS content for the seamless availability, which might lead to discrepancies in the availability request and the sell request. Alternately, the agency can request an increase of the L2B on an individual basis paying a fee per availability request.

- 4.14. Unproductive bookings (fictitious names, test bookings, illogical itineraries)
 - → Do not create any bookings with illogical itineraries. This includes, but is not limited to, bookings for the same passenger on concurrent flights, multiple bookings for the same passenger between the same O&D or bookings with connections that depart before the arrival of the inbound flight.
 - Fictitious names and other speculative bookings:

 Refrain from holding airberlin inventory until a real passenger or ticketing opportunity arises. Create PNRs only when it relates directly to a passenger's request or intention to purchase a ticket. Avoid creation of fictitious bookings which include the use of a valid surname followed by initials (e.g. Smith A/B/C, Test/T) or celebrity names (e.g. Mouse/Mickey, Bond/James) even for any test purposes
 - → Test bookings:

 Creating bookings for testing or training purposes using our live inventory is not permitted. All pricing related tests must be done without End of Transaction or using the training mode in your GDS. Testings related to fare products or connectivity purposes are subject to written approval by airberlin.
 - → All above listed violations will be charged with the amount of EUR 10.00 per passenger segment.
- 4.15. Dupes

Creation of dupe or overlapping bookings, segments or O&Ds is not permitted. airberlin will inform travel agencies if double bookings are detected and request your immediate action. All violations will be charged with the amount of EUR 10.00 per passenger segment.

- 4.16. Segment removal
 - → Whenever airberlin changes the advice code of AB/HG/4T segments to UN, NO, HX, TL in GDS Amadeus (equivalent codes in 3rd party GDS), these segments must be removed from the PNR no later than 48 hours prior to flight departure, otherwise airberlin will charge the amount of EUR 10.00 per passenger segment.
 - → Make sure all segments and passengers are properly ticketed. It is the responsibility of the travel agency to guarantee a ticket issuance or to cancel the reservation. Whenever an active AB/HG/4T segment with action code HK/TK is still present at check-in closure time without a valid ticket, an ADM will be raised for the highest fare family of the next applicable published fare of the respective cabin class.
- 4.17 Passive Segments

airberlin does not allow passive segments to be used for satisfying GDS productivity requirements, to circumvent fare rules, to fulfill administrative or information functions. The same GDS should be used for booking and ticketing, airberlin will charge the amount of EUR 10.00 per passenger segment, irrespective whether the passive segment will be removed from the PNR or not

- 4.18. Group bookings
 - → if the applicable cancellation/rebooking/name change fee has not been collected via EMD or via DU-tax, the missing amount will be debited by ADM
 - → if incorrect fares, taxes or fees have been calculated, airberlin will raise an ADM to collect outstanding amounts for ADMs raised in connection with group bookings, an administration fee of EUR 35.00 per ADM (or equivalent in local currency) applies



5. GENERAL RULES & RECOMMANDATIONS

5.1. Waiver Acceptance

any commercial or operational waiver for issuance, refund or reissue of 745 documents must be present in writing- Verbal authorizations will not be accepted at all. In exceptional situations such as, but not limited to, strikes airberlin might communicate different waiver guidelines.

- 5.2. Time Limit for flights and/or special service requests
 - → airberlin is using automated tools to monitor ticketing and special service request time limits. We kindly ask travel agents to ensure that a booking and/or service is either ticketed or cancelled prior to the expiry of the ticketing or service time limit. AB will cancel segments or services when valid ticket or EMD number have not been provided.
 - → Furthermore travel agents should use auto cancellation commands (e.g. 1A TKTL) and inform the passenger of the time limit, the period of auto cancellation must be in line with tariff restrictions or the TTL set by AB revenue integrity, whichever is earlier. In case the agency does not enter these commands, the reservations must be cancelled manually. If a ticket is cancelled or refunded, cancel the corresponding reservation as well in order to not block space.
- 5.3. MCT violation

Do not book under recommended minimum connecting time (MCT) and override any system generated warning message in terms of misconnections.

5.4. Secure flight passenger data

The TSA Secure Flight Program requires travel agents to enter the passenger's legal name, date of birth and gender and allows for an optional redress number against government watch lists for US and international flights. PNRs without complete Secure Flight Passenger information may be subject to cancellation, tickets inhibited, and the potential for booking violation fees.

See the TSA Secure Flight website for more information » tsa.gov

5.5. Name change / name correction

airberlin does not allow name changes. Name corrections are subject to verification and written approval by airberlin contact centre.

- 5.6. Refund Policy
 - → Refunds may be processed by the agent within 2 years after date of original issue
 - → Refunds shall be processed directly via GDS whenever possible

 Certain circumstances may require submittance of refund applications, please review our guideline for » acceptance of refund applications

6. CONTACT DETAILS

Disputes must be submitted through BSP Link or equivalent ARC/ASD/TKP tool. For questions related to the ADM policy please have a look at our contact " iata@airberlin.com



GLOSSAR

TERM	DESCRIPTION
3RD PARTY GDS	All GDS except airberlin Host System (Amadeus)
ACM	Agency Credit Memo
ADM	Agency Debit Memo
AIRBERLIN	airberlin group (AB/HG/4T)
ARC	Airlines Reporting Corporation (USA)
ASD	Air Service Desk (China)
BSP	Billing and Settlement Plan
BSP-LINK	Billing and Settlement Plan platform/tool
CHURNING	Repeated booking of same Flight/Date/Pax
DU-TAX	Rebooking fee
EMD	Electronic Miscellaneous Document
EOT	End of Transaction
GDS	Global Distribution System
L2B	Look to Book ratio (relation between number of availability requests and booked net pax segments)
MARRIED SEGMENTS	Two or more flight segments which are associated to offer O&D availability
MCT	Minimum Connecting Time
O&D	Origin and Destination
OID	Office ID
PAX SEGMENT	Each flight segment per passenger; e.g. 2 Pax TXL-DUS-JFK-TXL = 6 pax segments
BOOKED PAX SEGMENT	Passenger segment after EOT
CANCELLED PAX SEGMENT	Cancelled passenger segment after EOT
PCC	Pseudo City Code
PNR	Passenger Name Record
PRIVATE FARES	Private fares which have been negotiated with the airline, e.g. corporate fares, tour operator fares
SEAMLESS AVAILABILITY	Live availability request to airline host system
SEGMENT	Flight segment
SSR	Special Service Request
TICKET STOCK	Ticketing Plate (AB-745)
TKP	Transportinaya Kliringovaya Palata (Russia)
TOUR CODE	IT code (IT2AB2TOXXXXXXX)
TSA DATA	Transportation Security Administration (for USA)
TTL	Ticket Time Limit



